

**Agreement Between the Associated Students of the University of California  
and  
The Independent Berkeley Student Publishing Company, Inc. (aka The Daily  
Californian)**

This Agreement is made and entered into as of March 13, 2013 by and between the Associated Students of the University of California (hereinafter the "ASUC"), a nonprofit unincorporated association, and The Independent Berkeley Student Publishing Company, Inc. (hereinafter "The Daily Californian"), a California not-for-profit corporation with its principal office located at Berkeley, California.

**WITNESSETH**

WHEREAS, the students of the Berkeley campus of the University California have approved a fee for the purpose of funding The Daily Californian, as the campus student newspaper, beginning Fall 2012 and ending Spring 2017, as evidenced by the ASUC Election Certification attached hereto and incorporated by this reference as Exhibit A; and

WHEREAS, The Daily Californian currently publishes The Daily Californian newspaper in both print and online editions; and

WHEREAS, the ASUC desires to carry out the will of the students as evidenced by the election results certified in Exhibit A, by this legally binding Agreement;

NOW, THEREFORE, The Daily Californian and the ASUC (hereinafter the "Parties") hereby agree as follows:

1. Registered Student Organization. The Daily Californian warrants that The Daily Californian is a registered student organization with an approved constitution on file with the LEAD Center. During the term of this Agreement, The Daily Californian shall remain a registered student organization and shall comply with all requirements for registered student organizations (and all general and published requirements for receipt of student fee funds) set forth in Campus policy. The Daily Californian also warrants that The Independent Berkeley Student Publishing Company, Inc. is the corporation that publishes The Daily Californian newspaper, and that said corporation is the same legal entity as the registered student organization registered with the name "The Daily Californian."

2. Transfer of fees collected. The ASUC will transfer all fees collected from students attributable to support of The Daily Californian ("The Daily Californian Fees" or "Fees") biannually, following collection by the Campus, without any conditions or requirements other than those set forth in this Agreement. The Daily Californian Fees for the fall semester will be transferred to The Daily Californian on or before October 1, and The Daily Californian Fees for the spring semester will be transferred on or before March 1. The transfers will typically be subject to administrative withholdings of unsubstantial value, which withholdings shall be transferred with the next payment made by the Campus, or, in the case of the final fee assessment, by separate payment. The Parties acknowledge that Fees will be distributed to the ASUC subject to the same general conditions as other fees transferred to the ASUC by the Campus.

2.1 Failure of the ASUC to transfer. If the ASUC does not transfer Daily Californian Fees to The Daily Californian, then the ASUC will return to the Campus all Daily Californian Fees that have been paid by the Campus but not so transferred within thirty (30) days of receipt and the Campus will distribute those Daily Californian Fees directly to The Daily Californian. If the ASUC refuses to return those Daily Californian Fees to the Campus, the Campus will offset other amounts payable by the Campus to the ASUC for the Daily Californian Fees that have not been returned.

3. Use of Fees, Change in Publishing.

3.1 Use of Fees. The Daily Californian shall make use of The Daily Californian Fees only for those purposes authorized by the ballot measure approving collection of The Daily Californian Fees, as evidenced in Exhibit A. The Daily Californian agrees to make available to the ASUC regular financial reports to account for the use of the student fee money.

3.2 Change in The Daily Californian Publishing. If The Daily Californian ceases or significantly reduces paper publication, publishes exclusively online, or ceases publication altogether, then the Parties will promptly confer regarding the assessment of The Daily Californian Fees in light of the circumstances at the time. When conferring, the Parties will endeavor to carry out the will of the students as reflected in the language of the ballot measure approving collection of the Fees. If the Parties cannot agree, then the matter will be referred for mediation and dispute resolution within 30 days under the provisions of section 8 of this Agreement.

4. Disclosure. Upon signing this Agreement, The Daily Californian agrees to disclose the terms of this Agreement to the student body and the public at large by publishing a complete copy of this Agreement in a printed disclosure and online edition of the newspaper within one month of its signing.

5. Legal and Financial Responsibility. The ASUC is not financially or legally responsible for The Daily Californian, its actions or its published content. In the event that a fee or tax is assessed by the University of California (or any branch of it) on The Daily Californian Fees, the ASUC is not responsible for paying any such fee and tax. The Daily Californian will be responsible for all such fees and taxes on The Daily Californian Fees.

6. Time Term. This Agreement shall remain in effect for so long as collection of The Daily Californian Fees continues to be authorized by the students, including any period after the expiration of the ballot measure attached as Exhibit A for which the students may extend or otherwise continue to authorize the collection of fees for The Daily Californian, unless earlier terminated according to the provisions of this Agreement.

7. Miscellaneous.

7.1 This Agreement is entered into in the State of California and shall be interpreted and construed under the laws of that state.

7.2 This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, agreements and understandings related to such subject matter, written or oral, express or implied. No changes or modifications of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition in the future be so binding, unless such change, modification, or waiver is made in writing and is signed by the parties.

7.3 If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such part, term or provision shall be inoperative and void to the extent of such invalidity, illegality or unenforceability; but the remaining parts, terms and provisions of this Agreement shall remain in full force and effect.

7.4 The Parties have each assisted and participated in the preparation and drafting of this Agreement. Therefore, any ambiguity in the language or terms of this Agreement shall not be construed against either Party as the drafter of the Agreement.

7.5 Headings within this Agreement are for convenience and ease of reference only, and shall not be considered in interpreting the terms of the Agreement.

7.6 This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

8. Dispute Resolution. If either party believes that the other has breached this Agreement, then the aggrieved party will promptly give the other party written notice of all grounds and facts the aggrieved party believes establish any breach. The Parties will meet to discuss and attempt to informally resolve the breach within thirty (30) calendar days of such written notice. If the Parties are unable to resolve the breach, the Parties will refer the dispute to the Campus Chief Financial Officer, who will work with the Dean of the School of Law to propose three members of the Law School faculty who would be willing to mediate the dispute; if the parties cannot agree amongst themselves which of the three proposed members of the Law School faculty should serve as mediator, then each party may declare one proposed mediator unacceptable, and the mediator shall be chosen by lot by the campus from the remaining proposed mediators. Notwithstanding any claim of breach and while any dispute resolution process is continuing, all other terms of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

THE ASSOCIATED STUDENTS OF THE UNIVERSITY OF CALIFORNIA

 3/13/13

By Connor Landgraf

President

THE INDEPENDENT BERKELEY STUDENT PUBLISHING COMPANY, INC

 3/13/2013

By Stephanie Baer

Editor in Chief and President

CONCURRENCE BY CAMPUS

The Campus concurs in this Agreement, including the provisions of the Agreement relating to the Campus under section 2.1, above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

 3/14/13

Erin Gore

Associate Vice Chancellor and  
Chief Financial Officer

## **EXHIBIT A**

**ASUC Judicial Council**

**ASUC Election Certification**

***Referendums***

On this date, the Twenty Second of May, Two Thousand and Twelve

By Chair Suneeeta Israni, with whom  
Assistant Chair Stephanie Chamberlain, and  
Senior Associate Justices Scott Lara, Ryan Mattison, and Emrin Dhatt join

The following are the results of the Referendums in the 2012 ASUC Election as reported by the Elections Council Chair and as certified by the Judicial Council:

**Approved:**  
V.O.I.C.E

**Disqualified:**  
Class Pass